

ITEL

RECORDATION F.D. 9168-1
Form 1425

JUN 2 1986 12 45 PM

Itel Rail Corporation

May 30, 1986

INTERSTATE COMMERCE COMMISSION

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, DC 20423

\$10.00 filing fee

Re: Amendment No. 6 to the July 1, 1975 Lease Agreement Between SSI Rail Corporation and Hartford and Slocomb Railroad Company, as Assigned to Ahnapee and Western Railway Company ("AHW") on April 1, 1978

Dear Mr. Bayne:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record the above Amendment under the Lease Agreement dated July 1, 1975, between SSI Rail Corporation and Hartford and Slocomb Railroad Company, as assigned to AHW on April 1, 1978, which was filed with the ICC on January 9, 1978 and given Recordation No. 9168.

This one is 9168-1

The names and addresses of the parties to the aforementioned Amendment are listed below:

Itel Rail Corporation (on behalf of Assignor)
55 Francisco Street
San Francisco, California 94133

Ahnapee and Western Railway Company (Assignee)
P.O. Box 25007
Green Bay, Wisconsin 54306

This Amendment provides for the assignment of fifteen (15) 50'6", 70-ton, Plate B, XM boxcars to Iowa Interstate Railroad Ltd. ("IAIS") and suspends the revenue sharing provision of the aforementioned Lease and Assignment to AHW with respect to the fifteen boxcars while the IAIS assignment is in effect.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Josie Villaflores
Josie Villaflores
Legal Assistant

JV:ps
Enclosures

cc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

6-153A041

No. JUN 2 1986
Date
Fee \$ 10.00
ICC Washington, D. C.

ICC OFFICE OF
THE SECRETARY
JUN 2 12 40 PM '86
MOTOR OPERATING UNIT

Harold Aigner

1 Enclosure

05/01/86

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 6

THIS AMENDMENT NO. 6 (the "Amendment") to that certain Lease Agreement dated as of July 1, 1975, as amended, (the "Agreement"), between SSI Rail Corp. and Hartford and Slocomb Railroad Company ("HS") is made this 29th day of May 1986 by and between **ITEL RAIL CORPORATION**, as successor in interest to SSI Rail Corp. ("Itel Rail"), as lessor and **AHNAPEE AND WESTERN RAILWAY COMPANY** ("Assignee") as lessee and assignee.

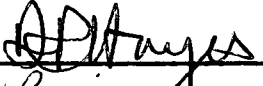
R E C I T A L S:

- A. Itel Rail and HS entered into the Agreement pursuant to which two hundred (200) boxcars bearing the reporting marks HS 2000-2099 and HS 4000-4099 were leased and delivered by Itel Rail to HS.
- B. HS, Assignee and Itel Rail entered into the Agreement and Assignment ("Assignment") dated as of April 1, 1978, wherein HS assigned all of its rights, title and interest in and to the Agreement to Assignee, effective for each boxcar upon the remarking and repainting of such boxcar to Assignee's reporting marks.
- C. Seventy-five (75) boxcars from within the series HS 2000-2099 were remarked to reporting marks within the series AHW 2000-2099 as set forth on Equipment Schedule No. 3 attached to the Agreement and seventy-three (73) boxcars from within the series HS 4000-4099 were remarked to reporting marks within the series AHW 4000-4099 ("4000 Series Cars") as set forth on Equipment Schedule No. 4 which was previously attached to the Agreement.
- D. Eleven (11) boxcars bearing the reporting marks AHW 5000-5010 have been added to the Agreement and Assignment.
- E. Pursuant to the Termination Notice dated May 6, 1983 from Itel Rail to Assignee and Amendment No. 5 dated November 21, 1985 to the Agreement, all the boxcars marked within the series AHW 4000-4099 ("4000 Series Cars") were terminated from the Agreement, except for the forty-five (45) 4000 Series Cars that appear on Equipment Schedule No. 4.A. of the Agreement.
- F. Itel Rail and Assignee desire to place into an assignment pool on the railroad lines of the Iowa Interstate Railroad, Ltd. ("IAIS") the fifteen boxcars ("15 Boxcars") bearing the reporting marks and numbers AHW 2006, 2024, 2027, 2028, 2034, 2035, 2040, 2044, 2050, 2058, 2064, 2073, 2077, 2087 and 2097.


NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
2. Itel Rail hereby consents to Assignee and IAIS entering into an Assignment Agreement precisely in the form of Attachment A hereto (the "IAIS Assignment Agreement").
3. Assignee shall exercise its termination and/or extension rights under the IAIS Assignment Agreement only upon receiving written instructions from Itel Rail.
4. With respect to the 15 Boxcars, during the Initial Term and the Extended Term as defined in the IAIS Assignment Agreement, the number "100 per cent" shall be substituted in Subsection 6.A.(i) of the Agreement for the number "90 per cent" and Subsection 6.A.(ii) shall be deleted in its entirety. Upon the termination or expiration of the IAIS Assignment Agreement, old Subsection 6.A.(i) and old Subsection 6.A.(ii) shall be reinstated in the Agreement with respect to the 15 Boxcars.
5. Nothing contained herein shall (i) be deemed to constitute a waiver or otherwise modify, affect or impair any sums due to Itel Rail or Assignee in connection with the 15 Boxcars under the Agreement with regard to the periods prior to and after the Initial Term and the Extended Term, or (ii) be deemed to constitute a waiver or otherwise modify, affect or impair the powers, rights or remedies of Itel Rail or Assignee under the Agreement in connection with the 15 Boxcars with regard to the periods prior to and after the Initial Term and the Extended Term of the IAIS Assignment Agreement.
6. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
7. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: 
Title: President
Date: May 29, 1986

**AHNAPEE AND WESTERN RAILWAY
COMPANY**

By: 
Title: President
Date: May 20, 1986

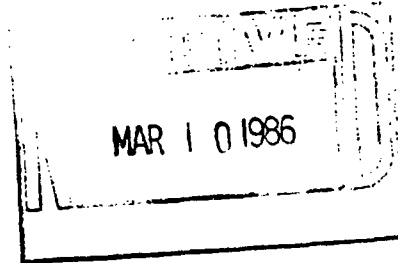
ATTACHMENT A

THE AHNAPEE AND WESTERN RAILWAY COMPANY

P. O. Box 2507 • Green Bay, Wisconsin 54306

Telephone: (414) 497-5115

March 7, 1986



Mr. Richard M. Lombardo
General Manager
Iowa Interstate Railroad, Ltd.
13500 Mozart
Blue Island, Illinois 60406

Dear Mr. Lombardo:

Please accept this letter as the agreement ("Assignment Agreement") whereunder Ahnapee and Western Railway Company ("Assignor") shall supply Iowa Interstate Railroad, Ltd. ("Assignee") with 15 XP boxcars bearing reporting marks from within the series AHW 2000-2099 which shall be designated by Assignor in a Certificate of Assignment in the form of Exhibit "A" attached hereto (the "Boxcars"). Upon Assignor's consent, Assignee shall place the Boxcars into an assignment pool on its railroad line under Car Service Directive 145.

The term of this Assignment Agreement, with respect to each Boxcar, shall commence on the date and at the location such Boxcar is interchanged to Assignee and shall expire as to all the Boxcars one (1) year from the date the last Boxcar is interchanged to Assignee ("Initial Term"). This assignment Agreement shall be extended only upon the mutual agreement of the parties (such extended period an "Extended Term"). Assignor may, at its option, terminate any Boxcar or Boxcars from the Assignment Agreement at any time by providing at least sixty (60) days prior written notice to Assignee.

It is understood and agreed that during the Initial Term and any Extended Term of this Assignment Agreement, Assignee's only obligation with regard to the Boxcars placed into assigned pool service hereunder shall be (1) compliance with the handling carrier's obligations under AAR Interchange

Mr. Richard M. Lombardo
March 7, 1986
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Rules while the Boxcars are in Assignee's possession, and (ii) the fulfillment of its obligations upon the expiration or termination of this Assignment Agreement as set forth herein. Assignee shall receive full car hire reclaim ("Reclaim") for each Boxcar while such Boxcar is on Assignee's lines. Such Reclaim shall be substantiated monthly by interchange records which Assignee shall present to Assignor within sixty (60) calendar days from the end of the Service Month (hereinafter defined as the calendar month in which Reclaim was actually earned).

Within sixty (60) days after each Service Month during the Initial Term and any Extended Term, Assignor agrees to pay to Assignee fifty per cent (50%) of all per diem revenues received from other railroad companies with respect to the use and handling of the Boxcars.

If any Boxcar returns to Assignor's line as a result of Assignee (1) not filing the assignment pool code properly, or (2) not properly endorsing the waybill for such Boxcar, Assignee shall be responsible for all costs associated with returning such Boxcar to Assignee. Assignor shall use its best efforts to prevent any Boxcar from being interchanged onto its lines during the term of the Assignment Agreement, including advising its connecting carrier that the Boxcars have been placed into an assignment pool on Assignee's lines and that the connecting carrier should not return such Boxcars to Assignor during the term of the Assignment Agreement.

Upon expiration or termination of this Assignment Agreement, Assignee shall ensure that the Boxcars are in interchange condition, normal wear and tear excepted, and shall remove the Boxcars from Car Service Directive 145. Thereafter, Assignee shall provide final outbound loads for each Boxcar.

Assignee recognizes that Assignor's rights and Assignee's rights are subject and subordinate to the rights of any lessor, owner or secured party with respect to the Boxcars, but Assignor hereby expressly represents and covenants that it has full authority to make this Assignment Agreement.

Mr. Richard M. Lombardo
March 7, 1986
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We trust this Assignment Agreement will assist you in meeting your equipment requirements in the coming months.

Please indicate your concurrence to the above terms and conditions by signing below and arrange to have the original returned to me.

Yours truly,



Stephen P. Selby
President

SPS cj

Concurrence by:
IOWA INTERSTATE RAILROAD, LTD.

by: Harry S. Mialaka
Title: President
Date: March 10, 1986

EXHIBIT "A"

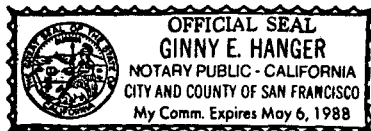
AHW Reporting Mark

Commencement Date
for such Car

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 29th day of May, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 6 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E Hanger
Notary Public

STATE OF Wis.)
) ss:
COUNTY OF Drown)

On this 20 day of May, 1986, before me personally appeared Stephen P. Delaney, to me personally known, who being by me duly sworn says that such person is President of Ahnapee and Western Railway Company, that the foregoing Amendment No. 6 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol L. Jacobel
Notary Public